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Via Fax

April 22, 2010

The Honorable Richard J. Holwell
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007-1312

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APR 22 2010

Re: Canal+ Image UK Ltd. v. Steven Lutvak & Robert L. Freedman, Case No. 10CV1536

Dear Judge Holwell:

This letter is intended to expand upon our letter to you dated April 21, 2010 and we apologize for the deficiency in that correspondence.

Defendants' anticipated Motion to Dismiss both Plaintiff's claims for copyright infringement and breach of contract are based upon the circumstances set forth briefly below.

Plaintiff is the purported owner of the copyright in the British motion picture entitled "Kind Hearts & Coronets" ("the Film"). The Film, in turn is based upon a public domain, 1907 novel entitled "Israel Rank: The Autobiography of a Murderer" ("the Novel"). In or about April, 2003 Plaintiff and Defendant Steven Lutvak entered into an agreement pursuant to which Lutvak and his writing partner Defendant Robert Freedman were authorized to write a theatrical musical play based upon the Film. The agreement between Plaintiff and Defendant Lutvak terminated without Defendants' securing the right to exploit their script for a theatrical production.

Defendants have since created a theatrical musical play entitled "Gentlemen's Guide to Love and Murder" ("the Play") based upon the 1907 Novel and not the Film. Consequently, Defendants contend that Plaintiff's complaint seeks to impermissibly expand its limited copyright in a derivative work to include elements of the pre-existing Novel. Moreover, to the extent Plaintiff alleges similarities between the Film and the Play, those similarities are not subject to copyright protection as will be identified in detail in Defendants' anticipated motion.

Similarly, Defendants will move to dismiss Plaintiff's breach of contract claim on the grounds that (a) such claim is preempted pursuant to Section 301 of the United States Copyright Act, 17 U.S.C. §301 and (b) that the clear and unambiguous language of the agreement limits the rights granted by and reverting to Plaintiff as those rights relating to its proprietary interest in the Film.

By virtue of the foregoing, Defendants believe that a Motion to Dismiss is appropriate at this time and respectfully request a pre-motion conference.



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Counsel for the parties have been in communication generally with respect to this action and Defendants' request for a pre-motion conference. By virtue of an agreement between counsel, counsel for Defendants' agreed to accept service on behalf of the Defendants and in consideration, the parties agreed that Defendants' time to answer or move would be set at April 15 which was subsequently extended to April 23 by agreement of counsel.

In addition to the dates referred to in my letter to the Court dated April 21, 2010, I have been advised by the attorney for Plaintiff that he will be out of the country from May 7 through May 13.

I would again like to apologize for the submission of an incomplete request submitted to this Court on April 21.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barry I. Slotnick".

Barry I. Slotnick
Partner

cc: George Birnbaum, Esq. (via fax 212-779-9928)

*Defendants' proposed motion will be discussed
at the conference already scheduled for May 14, 2010 at 10:30am*

SO ORDERED

A handwritten signature in black ink, appearing to read "Richard J. Holwell".

RICHARD J. HOLWELL
UNITED STATES DISTRICT JUDGE

4/28/10